

Hon. Ricardo S. Martinez

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

JENNIFER P. SCHWEICKERT,

Plaintiff,

vs.

HUNTS POINT VENTURES, INC.; HUNTS
POINT VENTURE GROUP, LLC; CHAD
and ELIZABETH RUDKIN, and their marital
community comprised thereof; JOHN DU
WORS; and DOES 1-4,

Defendants.

No. 13-CV-675RSM

DEFENDANT DUWORS'S ANSWER
AND AFFIRMATIVE DEFENSES TO
FIRST AMENDED COMPLAINT

Defendant, John Du Wors, by and through his attorneys of record, files this Answer to Plaintiff's First Amended Complaint (the "Complaint") as follows:

I. ANSWER

1.1 The Complaint section entitled "Introduction" is a summary of plaintiff's claims and no response is required. To the extent the "Introduction" requires answer, it is denied.

1.2 Defendant admits plaintiff is an individual. Defendant denies the remainder of Paragraph 1 for lack of knowledge.

1.3 Defendant admits Hunts Point Ventures, Inc. ("Hunts Point") is a Washington corporation. Defendant denies the remainder of Paragraph 2.

1.4 Defendant admits Chad and Elizabeth Rudkin are individuals residing in Washington. Defendant denies the remainder of Paragraph 3 for lack of knowledge

DEFENDANT DUWORS'S ANSWER AND
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COMPLAINT - 1

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1.5 Defendant admits Paragraph 4.

1.6 Defendant denies Paragraph 5.

1.7 Defendant denies Paragraph 6 for lack of knowledge.

1.8 Defendant denies Paragraph 7 for lack of knowledge.

1.9 Defendant denies Paragraph 8 for lack of knowledge.

1.10 Defendant admits only that Mark Phillips ("Phillips") was involved in various litigation related to the operation of MOD Systems, Inc. during 2009 and 2010. Defendant denies the remainder of Paragraph 9 for lack of knowledge.

1.11 Defendant denies Paragraph 10 for lack of knowledge.

1.12 In response to Paragraph 11, defendant admits only that Hunts Point was incorporated in Washington and that he was retained to litigate and did litigate violations of intellectual property. Defendant denies the remainder of Paragraph 11.

1.13 Defendant denies Paragraph 12 for lack of knowledge.

1.14 Defendant denies Paragraph 13.

1.15 Defendant denies Paragraph 14 for lack of knowledge.

1.16 Defendant denies Paragraph 15 for lack of knowledge.

1.17 In response to Paragraph 16, defendant admits only that he engaged in a brief telephone call with plaintiff during April 2011. Defendant denies the remainder of Paragraph 16.

1.18 Defendant denies Paragraph 17.

1.19 Defendant denies Paragraph 18.

1.20 In response to Paragraph 19, defendant admits only that he was retained by Hunts Point. Defendant denies the remainder of Paragraph 19.

1 1.21 In response to Paragraph 20, defendant admits only that he informed plaintiff he
2 had been retained by Hunts Point to defend Phillips and to litigate violations of intellectual
3 property. Defendant admits he defended Phillips and litigated violations of intellectual
4 property. Defendant denies the remainder of Paragraph 20.

5 1.22 In response to Paragraph 21, defendant admits only that he prepared a settlement
6 agreement and a purchase and sale agreement in the defense of Phillips' civil litigation with
7 Mod Systems, Inc. and billed Hunts Point for that work. Defendant denies the remainder of
8 Paragraph 21.

9 1.23 Defendant denies Paragraph 22.

10 1.24 Defendant denies Paragraph 23.

11 1.25 Defendant denies Paragraph 24.

12 1.26 In response to Paragraph 25, defendant admits only that a Notice of Annual
13 Meeting of Hunts Point shareholders was issued in August 2012. Defendant denies the
14 remainder of Paragraph 25.

15 1.27 Defendant denies Paragraph 26 for lack of knowledge.

16 1.28 Defendant denies Paragraph 27 for lack of knowledge.

17 1.29 Defendant denies Paragraph 28 for lack of knowledge.

18 1.30 Defendant denies Paragraph 29 for lack of knowledge.

19 1.31 In response to Paragraph 30, defendant admits only that plaintiff demanded he
20 pay her on the claimed note. Defendant denies the remainder of Paragraph 30 for lack of
21 knowledge.

22 1.32 Defendant denies Paragraph 31 for lack of knowledge.
23
24
25

1.33 Defendant admits Hunts Point Venture Group, LLC was organized under the laws of the state of Washington. Defendant denies the remainder of Paragraph 32 for lack of knowledge.

1.34 Defendant denies Paragraph 33 for lack of knowledge.

1.35 In response to Paragraph 34, defendant admits only that plaintiff contacted him during February 2013. Defendant denies the remainder of Paragraph 34.

1.36 Defendant denies Paragraph 35 for lack of knowledge.

1.37 In response to Paragraph 36, defendant admits he responded to plaintiff's email, but asserts that his email speaks for itself. Defendant denies the remainder of Paragraph 36.

1.38 Defendant denies Paragraph 37.

1.39 Paragraph 38 reasserts previous allegations and requires no answer.

1.40 Defendant denies Paragraph 39 for lack of knowledge.

1.41 Defendant admits Chad Rudkins is a shareholder in Hunts Point. Defendant denies the remainder of Paragraph 40.

1.42 Defendant denies Paragraph 41 for lack of knowledge.

1.43 Defendant denies Paragraph 42 for lack of knowledge.

1.44 Defendant denies Paragraph 43 for lack of knowledge.

1.45 Defendant denies Paragraph 44 for lack of knowledge.

1.46 Paragraph 45 reasserts previous allegations and requires no answer.

1.47 Defendant denies Paragraph 46.

1.48 Defendant denies Paragraph 47.

1.49 Defendant denies Paragraph 48 for lack of knowledge.

1.50 Defendant denies Paragraph 49.

1.51 Defendant denies Paragraph 50.

1 1.52 Defendant denies Paragraph 51.

2 1.53 Defendant denies Paragraph 52.

3 1.54 Paragraph 53 reasserts previous allegations and requires no answer.

4 1.55 Defendant denies Paragraph 54.

5 1.56 Defendant denies Paragraph 55 for lack of knowledge.

6 1.57 Defendant denies Paragraph 56.

7 1.58 In response to Paragraph 57, defendant admits he sent an email to Steven
8 Schweickert, but asserts that his email speaks for itself. Defendant denies the remainder of
9 Paragraph 57.

10 1.59 Defendant denies Paragraph 58.

11 1.60 In response to Paragraph 59, defendant admits only that a notice of a Hunts
12 Point shareholder meeting was transmitted to plaintiff in 2012. Defendant denies the remainder
13 of Paragraph 59.

14 1.61 In response to Paragraph 60, defendant admits only that on approximately
15 February 8, 2013, he requested she provide information identifying her as a Hunts Point
16 investor. Defendant denies the remainder of Paragraph 60.

17 1.62 Defendant denies Paragraph 61.

18 1.63 Defendant denies Paragraph 62.

19 1.64 Defendant denies Paragraph 63.

20 1.65 Paragraph 64 reasserts previous allegations and requires no answer.

21 1.66 Defendant denies Paragraph 65.

22 1.67 Defendant denies Paragraph 66.

23 1.68 Defendant denies Paragraph 67.

24 1.69 Defendant denies Paragraph 68.

1 1.70 Defendant denies Paragraph 69.

2 1.71 Defendant denies Paragraph 70.

3 1.72 The Complaint section entitled "Prayer for Relief" requires no response. To the
4 extent the "Prayer for Relief" requires answer, it is denied, including all subparts 1 through 10.

5
6 **II. AFFIRMATIVE DEFENSES**

7 2.1 Plaintiff's complaint fails to state a claim on which relief can be granted.

8 2.2 Plaintiff's claims are barred by estoppel.

9 2.3 Plaintiff's claims are barred by waiver.

10 2.4 Plaintiff's claims are barred by laches.

11 2.5 Plaintiff's claims are barred because they were filed after the applicable statute
12 of limitations expired.

13 2.6 Plaintiff's unclean hands bar equitable relief to the extent sought.

14 2.7 Plaintiff's claims for equitable relief are barred because there is an adequate
15 remedy at law.

16 2.8 Plaintiff's claims for equitable relief are barred because there is no irreparable
17 harm to plaintiff.

18 2.9 Plaintiff's complaint fails to name an indispensable party.

19 2.10 Plaintiff's damages, if any, were caused by one or more third parties over whom
20 this defendant had no right of control.

21 2.11 Plaintiff failed to mitigate her damages, if any.

22 **III. RESERVATION**

23 Defendant reserves the right to plead further answer, affirmative defenses,
24 counterclaims, cross-claims and/or third party claims as investigation and discovery may
25 warrant.

IV. PRAYER FOR RELIEF

WHEREFORE, having fully answered plaintiff's Complaint, defendant prays for judgment as follows:

- 4.1 That plaintiff's Complaint be dismissed with prejudice;
- 4.2 For an award of statutory attorney's fees and costs; and
- 4.3 For such other relief as this Court may deem just and equitable.

DATED this 14th day of August, 2013.

LEE SMART, P.S., INC.

By: /s/ A. Janay Ferguson
Sam B. Franklin, WSBA No. 1903
A. Janay Ferguson, WSBA No. 31246
Of Attorneys for Defendant DuWors

DECLARATION OF SERVICE

The undersigned declares under penalty of perjury under the laws of the State of Washington that on August 14, 2013, I filed the foregoing pleading with the Clerk of the Court, which office will send notification of such filing using the CM/ECF system to the following:

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Point Ventures, Inc., Hunts Point
Venture Group, LLC, and Chad
and Elizabeth Rudkins

LEE SMART, P.S., INC.

By: /s/ A. Janay Ferguson
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Of Attorneys for Defendant DuWors